

R. 17791

COMMERCIAL LEASE AGREEMENT

THIS LEASE is made as of the 1st day of JANUARY, 2009, between KENT AND SUE ANN EDMONSON ("Landlord") with an address of 1201 Main Street, Blue Springs, MO 64015 and the Jackson County Drug Task Force ("Tenant"), with an address of P.O. Box 392, Blue Springs, MO 64015, who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this lease, Landlord leases to Tenant, and Tenant leases from Landlord, the west 37' of the basement as described in the attached diagram. The premises (the "Premises") commonly known and numbered as 1201 Main Street, in the City of Blue Springs, County of Jackson, State of Missouri. Tenant shall have complete and exclusive use of the premises listed in the diagram.

Landlord warrants that he has good and legal title to the premises and has legal power to grant to Tenant all the rights granted in this lease.

2. **USE OF PREMISES.** The premises will be used only for the operation and storage of property belonging to the Jackson County Drug Task Force (collectively, the "Permitted Use"). Landlord represents that there are no restrictions, conditions, or covenants on or against the premises which would interfere with Tenant's use of the premises as set forth in this lease.

3. **TERM.** The term of this lease (the "Term") is for five (5) years, commencing on the 1st day of JANUARY 2009, and ending on the 31st day of DECEMBER, 2014.

4. **RENT PAYMENTS.** Tenant shall pay to Landlord Kent and Sue Ann Edmonson the sum of nine hundred twenty five and 00/100 Dollars (\$925.00) as rent in monthly installments, each due and payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing. The first monthly rent installment of nine hundred twenty five and 00/100 Dollars (\$925.00) will be paid on the first day of JANUARY, 2009 and all subsequent monthly rent installments will be due on the first day of each succeeding month during the term.

5. **SECURITY DEPOSIT.** Concurrently with its execution of this Lease, Tenant shall deliver to Landlord \$925.00 as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, will deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

6. **OPTION FOR RENEWAL.** Tenant shall have the right to extend the term of this Lease for an additional five year term based upon the same terms, covenants, and conditions, except that the rent for said additional period shall be negotiated between Landlord and Tenant. The Tenant must notify Landlord of its election to extend said term, in writing, by U.S. certified mail, addressed to the Landlord no less than thirty (30) days prior to expiration of the current term.

7. **POSSESSION AT BEGINNING OF TERM.** Landlord shall use due diligence to give possession as nearly as possible at the beginning of the term. Rent shall abate pro rata for the period of any delay in giving Tenant possession, but the term will not be extended as a result of such delay. Tenant will make no other claim against Landlord for delay. Tenant will make no other claim against landlord for delay in obtaining possession.

Tenant shall have access to the premises, at Tenant's risk, prior to the beginning of this term to allow Tenant to make any alterations or preparations.

8. **PROPERTY INSURANCE.** Tenant shall comply with all insurance regulations so the lowest property damage insurance and liability insurance rates may be obtained; and nothing shall be done or kept in or on the premises by Tenant which will cause an increase in the premium for any such insurance on the premises or on any building of which the premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the premises permitted by this lease or which will cause cancellation or make void any such insurance.

If, during the Term, the premiums for any property damage insurance maintained by Landlord with respect to the Premises are increased, or if the amount of property damage coverage that must be maintained with respect to the Premises is increased, then Tenant will pay to Landlord, as additional rent, the amount of all such increases in excess of the premium covering the Premises for the policy year 2009 (base year insurance to include occupancy of owner and tenant) within thirty (30) days after receipt of Landlord's

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MARY JO SPINO
COUNTY CLERK

billing statement and demand for payment of the same. The amount payable by Tenant under section will be pro rated on a per diem basis for the partial years, if any, in which this Lease commences and terminates.

Tenant shall maintain, at all times during the term, adequate insurance on its personal property used, stored or kept in the premises.

9. TAXES AND LICENSE. Landlord shall be responsible for all real property taxes on the premises and personal property taxes on fixtures and property owned by Landlord. Tenant shall be responsible for the personal property taxes assessed on property owned by Tenant. Tenant shall further be responsible for any sales taxes, corporation franchise fees, occupational license fees, liquor license fees, or other taxes or fees assessed against Tenant resulting from their use of the premises.

10. CASUALTY INSURANCE. Landlord agrees that he will during the term insure and keep insured the premises from loss or damage by fire in a sum at least equal to the fair market value of the premises in an insurance company licensed to do business in this state which the premises are located, and that he will pay all premiums necessary for those purposes after the same shall become due, and will furnish to tenant a certificate of insurance covering said premises.

11. INDEMNITY AND LIABILITY INSURANCE. Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages, and expenses that may occur or be claimed with respect to any person or persons, or property on or about the premises or to the premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees, or any person on the premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, costs, liability or expense resulting therefrom. Tenant shall maintain, at all times during the term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in the state in which the premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with coverage of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and death therefrom, and insurance coverage in the same of Five Hundred Thousand Dollars (\$500,000.00) for damage to property arising out of the maintenance or use of the Premises by Lessee. During the term, Tenant shall furnish Landlord with a certificate of insurance covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this lease and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance, which consent or consents shall not be unreasonably withheld. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this lease.

13. CONDITION OF PREMISES AT BEGINNING AND END OF TERM. Tenant acknowledges Tenant has inspected the premises and, except as may be provided otherwise in this lease and in this paragraph, and without abrogating Landlord's obligations under paragraph 18 hereof, Tenant accepts the premises in its present condition.

At the end of the term, except for damage caused by fire or other perils, Tenant, at Tenant's expense, will (a) surrender the premises in as good a condition as the permitted use will have reasonably permitted, subject to the Tenant's obligations stated in paragraphs 15 and 17 herein; (b) have removed all of the Tenant's property from the premises; (c) have promptly repaired any damage to the premises caused by the removal of Tenant's property; (d) leave the premises free of trash and debris and the building in "broom clean" condition.

14. CONFIDENTIALITY. The parties hereto agree that the provisions, terms and conditions of this agreement are to remain confidential. Lessor hereby agrees to keep the nature of this lease and identity of the parties to this Lease confidential. Violation will constitute a default on the part of the Lessor. If Lessor must divulge any of the provisions of the lease, Lessor must first obtain permission and consent from Lessee. Lessor agrees that if Lessee's location is discovered such that Lessee's operations are compromised, Lessee shall be granted the right to terminate this Lease with one hundred twenty days' (120) notice.

15. MAINTENANCE AND REPAIR BY TENANT. Except for the obligations imposed upon Landlord in paragraph 18 hereof, and except for damage resulting from an insurable loss, during the term and at Tenant's sole cost and expense, Tenant will maintain and keep in good order, repair and condition and, when necessary, will replace all parts of the premises (except those for which Landlord is expressly responsible under the terms of this Lease), including but not limited to, dock bumpers and other dock equipment and apparatus, utility service lines from the point where they enter the building(s) of which the premises are a part (with the exception of electrical service), interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, and improvements made by and at the expense of Tenant and Tenant's property, including, but not limited to, Tenant's signs and

advertisements. Tenant will police and keep the driveways, approaches, sidewalks, parking areas and adjacent alleys that are a part of the premises clean, orderly, sightly, unobstructed and free from trash and debris.

16. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agent may enter the premises at reasonable hours if accompanied by the tenant or designated representative of the tenant to examine the same, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the premises or any building of which they are a part; and, during the last thirty (30) days of this lease, Landlord may display a "for Rent" sign on and show the premises. Landlord may display a "For Sale" sign, no larger than 3x6 feet, as near the street as possible, but in no case attached to or located near the building.

17. PARKING LOT MAINTENANCE. Landlord shall be responsible for maintenance, repainting and repairs of the parking areas, driveways, sidewalks and approaches. Tenant understands and agrees that no personal property shall be stored in the parking area or anyplace outside of the building without prior written consent of Landlord.

18. MAINTENANCE AND REPAIR BY LANDLORD. Landlord, during the term and at Landlord's sole cost and expense, will maintain and keep in good repair the roof, exterior wall, gutters, downspouts, glass, windows, doors, foundations and all other structural components of the building(s) of which the premises are a part, all underground plumbing and sewer lines, and water and gas service lines up to the point of entry into the building. Landlord shall be responsible for the maintenance and/or repair of all electric service lines, breaker boxes, and electrical service and wiring inside the premises. Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing they are necessary, in which event Landlord will have a reasonable time, but not more than forty-eight (48) hours after notice to make such repairs.

Landlord will provide snow removal, and regularly water, mow, trim, fertilize and otherwise maintain the lawn, shrubs, plants, trees and other landscaping of the premises.

19. DAMAGE BY CASUALTY. In case, during the term or previous thereto, the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, the term shall cease and this lease shall become null and void from the date of such damage or destruction and Tenant shall immediately surrender said premises and all interest therein to Landlord, and Tenant shall pay rent within said term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this lease by notice in writing delivered to tenant within thirty (30) days after such damage or destruction. In case Landlord shall not so elect to terminate this lease, this lease shall continue in full force and effect and Landlord shall repair the premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five (5) days after the request of Landlord. If the premises shall be but slightly injured by fire or other casualty, so as not to render the same untenable and unfit of occupancy, then Landlord shall repair the same with all reasonable promptitude, and in that case the rent shall not abate. Except as provided herein, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the premises, however the necessity may occur.

20. PERSONAL PROPERTY. Landlord shall not be liable for any loss or damage to any merchandise, inventory, goods, fixtures, improvements or personal property of tenant in or about the premises, regardless of the cause of such loss or damage.

21. ALTERATIONS. Tenant shall not make any alterations or additions in or to the premises without the prior written consent of Landlord. Landlord does agree to the alterations described in the attached diagram that the Tenant has agreed to pay for after the signing of this Lease. Lessee agrees to indemnify and hold Landlord harmless and should do all things necessary to satisfy all those who supply labor and materials for the intended alterations so that no mechanics lien should be filed again Landlord's title.

22. UTILITIES AND SERVICES. Landlord shall furnish and pay for electricity, gas, water, sewer, trash removal assessed against the premises.

Landlord shall furnish and pay snow removal, lawn and landscape maintenance.

23. LEGAL REQUIREMENTS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises or the use thereof, including without limitation ADA, OSHA and like requirements, and indemnify, defend and hold landlord harmless from expense or damage resulting from failure to do so.

Landlord warrants that the building and premises currently comply with the applicable statutes, regulations or ordinances regulating health, fire, and safety, including but not limited to ADA and OSHA.

24. FIXTURES. Except for Tenant's property and business fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-business fixtures installed or erected on the premises, whether by or at the expense of Landlord or Tenant, will belong to Landlord and will remain on and be surrendered with the premises at the expiration or termination of this lease.

25. EMINENT DOMAIN. If the premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired term. If any condemnation proceeding shall be instituted in which it is sought to take or damage all or a substantial part of the premises or the building of which the premises are a part or the land under it, or if the grade of any street or alley adjacent to the premises is changed by any legal authority and Landlord shall have the right to cancel this lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

26. WAIVER OF SUBROGATION. As part of the consideration for this lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

27. DEFAULT AND REMEDIES. If Tenant defaults in the payment of rent and remains in default for ten (10) days after a notice to pay is delivered to Tenant; or if the Tenant defaults with respect to any other covenant and remains in default for thirty (30) days after notice to cure default is delivered to Tenant (or fails to take reasonable steps to cure the default is delivered to Tenant if such takes longer than 30 days); or if Tenant shall be declared insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors; then Landlord may elect to do any one or more of the following:

- a. Demand that Tenant vacate the premises, with which demand Tenant shall promptly comply; and if Tenant fails to promptly vacate, Landlord may reenter the premises, with or without court order, change the locks and take other steps to exclude the Tenant from the premises;
- b. Relet the premises as an agent for Tenant;
- c. Terminate the Lease by delivering or mailing to Tenant an express notice of lease termination, it being agreed that nothing less than an express notice of termination will terminate this lease.

If Landlord reenters the premises pursuant to sub-paragraph (a) above, or if Tenant vacates the premises and delivers proper notice of such to Landlord, then Landlord, whether or not Landlord terminates this lease, will make reasonable efforts to mitigate Tenant's damages by obtaining another Tenant.

If Landlord defaults in his obligations to make repairs or carry out maintenance as specified, or defaults on any other terms, provisions, conditions or covenants of this lease and remains in default for thirty (30) days after a notice to cure default is delivered to Landlord (or fails to take reasonable steps to cure the default if such takes longer than 30 days), then Tenant may elect to terminate this lease without any further obligations thereunder. Said termination may be made by delivering or mailing to Landlord an express notice of lease termination.

28. ATTORNEY'S FEES. In the event either party to this lease is required to bring any action at law or in equity against the other party to enforce the terms of this lease, the losing party hereby agrees to pay the prevailing party's reasonable attorney's fees (including appellate fees) as they may be set by the court in which the original action was brought.

29. WAIVER. The rights and remedies of Landlord under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination of this lease shall in any way reinstate, continue or extend the term above demised.

30. TOXIC OR HAZARDOUS MATERIALS. Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the premises without the prior written consent of Landlord. Tenant, at its sole cost, will comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant's obligations under this paragraph will survive the termination of this lease.

31. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Michael J. Hand c/o Jackson County Drug Task Force, P.O. Box 392, Blue Springs, MO 64015 and to Landlord where rent is payable.

32. SUBORDINATION. In the event Landlord holds title to said premises by virtue of a lease, then this sublease is and shall remain subject to all other terms and conditions of such underlying lease, so far as shall be applicable to the premises. This lease shall also be subject and subordinate in law and equity to any existing or future mortgage or deeds to trust placed Landlord upon the premises or the property of which the premises form a part.

33. SUCCESSORS. The provisions, covenants and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of landlord shall vest any rights in the assignee or subtenant of Tenant.

34. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this lease.

35. BANKRUPTCY. Neither this lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the term of any renewal thereof.

36. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties, and no modification of this lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this lease shall be applicable to and binding upon such Tenants, jointly and severally.

37. SEVERABILITY OF PROVISIONS. In the event that any of the provisions of this lease are unenforceable as determined by a court of law, it shall be considered severable and shall not invalidate the remainder of this lease.

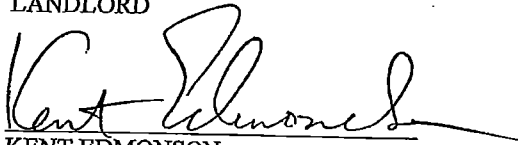
38. SUBORDINATION. Tenant shall attorn to any successor to Landlord upon request and to execute any documents reasonably required or appropriate to effectuate such an attornment, or the subordination aforesaid, upon written notice thereof, and Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute all such documents in accordance therewith.

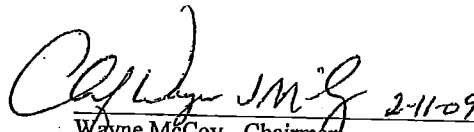
39. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of any prospective purchaser or encumbrancer of the premises or of the business of Landlord.

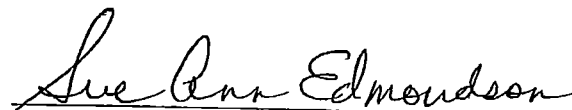
IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in 1 originals.

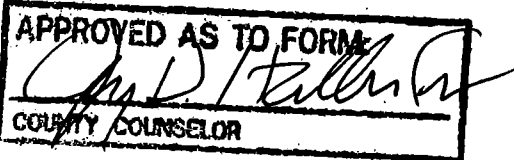
LANDLORD

TENANT


KENT EDMONSON


Wayne McCoy - Chairman
Jackson County Drug Task Force


SUE ANN EDMONSON


COUNTY COUNSELOR


ATTEST:

CLERK OF COUNTY LEGISLATURE

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$11,100.00 which is hereby authorized.

December 29, 2012
Date


Director of Finance and Purchasing
Account Number: 008-4151-6620
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